



FILED IN DISTRICT COURT
IN THE DISTRICT COURT IN AND FOR CREEK COUNTY OKLAHOMA
(SAPULPA DIVISION)
STATE OF OKLAHOMA

AUG - 9 2012

TIME 2:55
Amanda VanOrsdol COURT CLERK

CJ-2012-368

DOUGLAS W. GOLDEN

KAREN SPERLING, individually,)
and as ESTATE REPRESENTATIVE of)
the ESTATE of KENNETH SPERLING,)
deceased, and)
SOLOMON PETRIE KENNERMEN,)
an individual,)

Plaintiffs,)

VS.)

AAA FIRE & CASUALTY)
INSURANCE COMPANY, a foreign)
insurance company,)

Defendant.)

~~CJ-2012-03083~~

Judge: _____

DANA LYNN KUEHN

JURY TRIAL DEMANDED

Attorney Lien Claimed
Per 5 O.S. §6

DISTRICT COURT
FILED

JUN 18 2012

PETITION FOR BREACH OF CONTRACT TORTIOUS BREACH OF
THE DUTY OF GOOD FAITH/FAIR DEALING IN
INSURANCE CLAIM HANDLING

BALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

COME NOW the Plaintiffs, Karen Sperling ("Sperling"), individually and as Estate Representative of the Estate of Kenneth Sperling ("Decedent"), deceased, and Solomon Petrie Kennermen ("Kennermen"), an individual, by and through their attorneys of record, Joseph P. Bufogle, Sr., of the firm Bufogle & Associates, P.C., and for causes of action against Defendant AAA Fire & Casualty Insurance Company ("AAA"), a foreign insurance company, hereinafter allege and state as follows:

1. At all times pertinent herein, Plaintiffs Sperling, Kennermen and Decedent were residents of Creek County, State of Oklahoma;
2. Sperling was the wife of Decedent and is Estate Representative;

2012 JUN 12 PM 2:39

EXHIBIT

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3. AAA is a foreign insurance company, doing business in Creek County, State of Oklahoma, insuring residences and their contents;

4. All actions relevant to this matter occurred in Creek County, State of Oklahoma;

I. FIRST CAUSE OF ACTION AS AGAINST AAA FOR BREACH OF CONTRACT

COME NOW the Plaintiffs who reallege paragraphs 1-4 above and in addition submit:

5. At all times, AAA insured Sperling's residence under a homeowner insurance policy which covered it for all matters related to and complained of herein;

6. On or about 6/12/2011 a loss occurred to the resident of Plaintiffs Sperling, Kennermen and Decedent causing damage insured under contract with Defendant AAA;

7. AAA has wholly failed and refused to make adequate payment for which Sperling seeks money judgment for breach of insurance contract in an unspecified amount in excess of Ten Thousand Dollars (\$10,000).

8. The value of the present cause of action exceeds the Federal Court jurisdictional value of Seventy-Five Thousand Dollars (\$75,000), as pled by these Plaintiffs.

WHEREFORE, premises considered, Plaintiffs pray judgment against AAA for breach of contract in an unspecified amount in excess of Ten Thousand Dollars (\$10,000.00), plus costs of this action, interest as is afforded by the Statutes of the State of Oklahoma, and any and all other relief as this Court may deem just and equitable and demands trial by jury on the merits.

**II. SECOND CAUSE OF ACTION AS AGAINST AAA FOR
TORTIOUS FAILURE TO RENDER GOOD FAITH AND FAIR DEALING
IN INSURANCE CLAIMS HANDLING**

COME NOW the Plaintiffs who reallege paragraphs 1-8 above and in addition submit:

9. AAA, in processing such claims, committed acts of delay, conversion, failure to pay, unreasonable negotiation, failure to negotiate and misrepresentation;

10. As a direct and approximate result of AAA's actions, Plaintiffs suffered physical injuries due to exposure to mold, mildew and other harmful substances in the aforementioned residence, upon which Plaintiffs seek money judgment for tortious failure to render good faith and fair dealing in insurance claims handling in an unspecified amount in excess of Ten Thousand Dollars (\$10,000).

11. As a direct and approximate result of AAA's actions, Plaintiffs suffered economic and emotional damage in an unspecified amount in excess of Ten Thousand Dollars (\$10,000).

12. The value of the present cause of action exceeds the Federal Court jurisdictional value of Seventy-Five Thousand Dollars (\$75,000), as pled by these Plaintiffs.

WHEREFORE, premises considered, Plaintiffs pray judgment against AAA for tortious failure to render good faith and fair dealing in insurance claims handling in an unspecified amount in excess of Ten Thousand Dollars (\$10,000.00), plus costs of this action, interest as is afforded by the Statutes of the State of Oklahoma, and any and all other relief as this Court may deem just and equitable and demands trial by jury on the merits.

**III. CAUSE OF ACTION AS AGAINST AAA FOR
PUNITIVE/EXEMPLARY DAMAGES**

COME NOW the Plaintiffs who reallege paragraphs 1-12 above and in addition submit:


13. The actions of AAA as alleged above were outrageous to the reasonable person to a degree that damages of a punitive/exemplary nature should be assessed in an unspecified amount in excess of Ten Thousand Dollars (\$10,000).

14. The value of the present cause of action exceeds the Federal Court jurisdictional value of Seventy-Five Thousand Dollars (\$75,000), as pled by these Plaintiffs.

WHEREFORE, premises considered, Plaintiffs pray judgment against AAA for punitive/exemplary damages in an unspecified amount in excess of Ten Thousand Dollars (\$10,000.00), plus costs of this action, interest as is afforded by the Statutes of the State of Oklahoma, and any and all other relief as this Court may deem just and equitable and demands trial by jury on the merits.

Respectfully submitted,

BUFOGLE & ASSOCIATES, P.C.

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